

# **EXHIBIT 2**



ASMAR | SCHOR  
MCKENNA

Sender's Information :

Charles M. Asmar (DC, MD)  
Direct : 202-244-4264  
Email : casmar@asm-law.com

November 17, 2022

**Via Certified Mail and Email**

Karen Karabinos, Esq.  
Chartwell Law  
3200 Cobb Galleria Parkway  
Atlanta, GA 30339  
kkarabinos@chartwelllaw.com

Harford Mutual Insurance  
200 North Main Street  
Bel Air, MD 21014

**Re: Insured: SB Reim, LLC**  
**Policy No.: 9203316**  
**Claim No.: 261122**  
**Date of loss: September 7, 2021**  
**Loss Loc.: 2575 Delk Road, S.E., Marietta, GA 30067**

**Subject: Notice of Demand Under Georgia Code § 33-4-6**

Dear Karen,

As you know, this firm represents the insured SB Reim, LLC ("Insured") in connection with its claims under the above referenced policy ("Policy"). Pursuant to Georgia Code Ann. § 33-4-6(a), the Insured demands payment of \$2,028,204.92 within 60 days of the date of this letter. This total claim amount consists of three categories of losses: (1) \$1,799,673.42 for BluSky Restoration Contractors, LLC ("BluSky") charges to remediate and repair flood damage; (2) \$42,559 for the Insured's business interruption claim; and (3) \$185,972.50 for various flood-related invoices. If Harford fails to make such payment within the 60-day period, the Insured will consider such refusal to be in bad faith and will commence legal proceedings accordingly.

As Harford is aware from the Insured's correspondence of April 14, 2022 (copy attached), Insured has submitted claims for BluSky charges totaling \$1,910,625.84 previously. Detailed line-item accountings of the charges totaling \$1,910,625.84 were received by Harford's adjuster Mike Gates no later than March 23, 2022. BluSky reduced its charges to \$1,799,673.42 as result of the May 24, 2022 walk-through of the project by Harford's adjuster, BluSky's representative, and the Insured's public adjuster. A detailed accounting of these revised BluSky charges was transmitted to Mr. Gates on May 25, 2022. The Insured's business interruption claim of \$42,599, along with detailed backup, was received by Harford on June 22, 2022. The invoices which make up the Insured's third claim for



MCKENNA

Karen Karabinos, Esq.

November 17, 2022

Page 2

\$185,972.50 were transmitted by Dropbox to Harford representatives Matt Moreau and Mr. Gates in November 2021. These same invoices were produced again by my office to your office on September 30, 2022 (see the “Harford Requests” folder and “Invoices and Estimates” subfolder). Harford has taken no action to make payment for these invoices since they were provided in November. A spreadsheet summarizing these invoices totaling \$185,972.50 is transmitted with the email copy of this letter.

With respect to the Insured’s claim of \$1,799,673.42 for remediation charges by BluSky on the 29 units covered by the Policy, Harford has only offered \$143,670.81. Harford’s offer was made on December 16, 2021, before the BluSky’s work was complete, before BluSky transmitted its detailed accounting in March 2022, and before Harford inspected the project in person (through its adjuster) in May 2022. Despite Harford’s receipt of this clear evidence that its initial offer was grossly insufficient to cover the Insured’s loss, Harford has not made any additional offer since December 2021.

As you know, another insurer of this same property, Sedgwick (as third-party administrators for Certain Underwriters at Lloyd’s, London) agreed to an assessment that covers \$925,247.98 out of BluSky’s remediation charges of \$1,338,893.84 on the 14 total units insured under that policy. This Sedgwick assessment was made on June 6, 2022 after considering the same type of backup Harford received, for the same flood event, on the same property. However, by stark contrast, the Sedgwick assessment covers a vastly larger proportion of BluSky’s charges than Harford’s December 2021 assessment (approximately 69% covered by Sedgwick versus approximately 8.7% covered by Harford) and vastly more per unit than Harford’s December 2021 assessment (\$77,104 per unit for Sedgwick versus \$5,395.76 per unit for Harford). Moreover, unlike Harford, Sedgwick increased its assessment significantly after reviewing the backup for the BluSky charges (the same type of backup Harford received) and undertaking a second review of the appropriate assessment for these charges. There is no rational explanation for Harford’s dramatic undervaluing of the Insured’s claims in comparison to Sedgwick’s.

Further exemplifying this irrationality, Harford appears to have valued the flood loss based on Category 1 water damage, when the water damage should unequivocally be categorized as a Category 3 loss, because the flood was from unsanitary stream water. Harford’s letter of November 10, 2022 claims Harford’s assessment is based on “all three categories of water loss”, which appears not only incorrect but arbitrary and illogical. Finally, Harford has made repetitive requests for documents it already has. All of these factors provide strong evidence of Harford’s bad faith refusal to pay.

We look forward to receiving payment.

Sincerely,

  
 Charles M. Asmar, Esq.

cc: Gregg Joy, Esq.  
 Brent R. Laman, Esq.  
 Thomas Lynch, Esq.

## Thomas Lynch

---

**From:** Zach Forrest <zforrest@gggco.com>  
**Sent:** Thursday, April 14, 2022 1:04 PM  
**To:** 'Matt Moreau'  
**Cc:** Mike Gates; Becca Sauter  
**Subject:** RE: SB REIM LLC, Landry Flood Claim # 261122 / PLS022848  
**Attachments:** LANDRY\_EASTCOBB-1--2\_FINAL\_DRAFT\_CON- Harford Repairs.pdf;  
LANDRY\_EASTCOBB--1\_FINAL\_DRAFT\_CON- Harford mitigation.pdf

Matt –

It was our understanding that the permanent repair and mitigation scopes of work had previously been presented to Hartford Mutual. All of the temporary and permanent repairs to the loss location have been completed by BluSky, the insured's contractor.

The first attachment to this email contains the insured's permanent repair building scope of work in the amount of **\$1,523,363.17**.

In the second attachment, please find the mitigation/emergency response invoice from the insured's contractor in the amount of **\$387,262.67**.

The insured reserves the right to amend these measures at any time throughout the adjustment process.

While the HM adjustment team reviews this documentation, the insured is requesting an undisputed partial payment in the amount of **\$500,000.00**, which the insured would accept without prejudice to further recovery. We ask that you please issue payment and send the draft to my attention at the address listed below.

Thank you.

### Zach Forrest

*Senior Vice President*  
Goodman-Gable-Gould/Adjusters International  
10110 Molecular Drive, Suite 300 | Rockville, Maryland 20850  
P: 301.881.9230 | M: 301.300.1853 | D: 301.692.1126  
[zforrest@gggco.com](mailto:zforrest@gggco.com)  
[www.ggg-ai.com](http://www.ggg-ai.com)



**From:** Matt Moreau <MMoreau@hm1842.com>  
**Sent:** Thursday, April 7, 2022 3:10 PM  
**To:** Zach Forrest <zforrest@gggco.com>  
**Cc:** Mike Gates <mgates@plsclaims.us>; Becca Sauter <bsauter@gggco.com>  
**Subject:** RE: SB REIM LLC, Landry Flood Claim # 261122 / PLS022848

Zach,

We previously issued the ACV Building payment as per the attached Statement of Loss and letter of explanation for covered damage to property insured under the terms of this insurance policy. There have been no other claims presented for coverage.

Thanks,  
Matt

---

**Matthew D. Moreau, CPCU, AIC | Property Specialist**  
**Phone: 443-640-2343 | Main: 800-638-3669 | Fax: 410-638-8516**



Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

This message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. If you are not the intended recipient and have received this communication in error, any review, use, dissemination, forwarding, printing, copying, or other distribution of this message and any attached files is strictly prohibited. If you have received this confidential communication in error, please contact the sender immediately and destroy all copies of the original message from your system.

**From:** Zach Forrest <[zforrest@gggco.com](mailto:zforrest@gggco.com)>  
**Sent:** Thursday, April 7, 2022 2:37 PM  
**To:** Matt Moreau <[MMoreau@hm1842.com](mailto:MMoreau@hm1842.com)>  
**Cc:** Mike Gates <[mgates@plsclaims.us](mailto:mgates@plsclaims.us)>; Becca Sauter <[bsauter@gggco.com](mailto:bsauter@gggco.com)>  
**Subject:** SB REIM LLC, Landry Flood Claim # 261122 / PLS022848

**[External] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hello Matt –

Please be advised that the insured has retained GGG/AI to assist in the adjustment of the above referenced claim.

We have enclosed for your review our letter of representation and copy of our contract with the insured.

We will be reaching out to your independent adjuster to discuss this matter in more detail.

Thank you.

**Zach Forrest**

*Senior Vice President*

Goodman-Gable-Gould/Adjusters International

10110 Molecular Drive, Suite 300 | Rockville, Maryland 20850

P: 301.881.9230 | M: 301.300.1853 | D: 301.692.1126

[zforrest@gggco.com](mailto:zforrest@gggco.com)

[https://link.edgепilot.com/s/7b35c720/ENhwAwt95UW\\_CJozhi3D1Q?u=http://www.ggg-ai.com/](https://link.edgепilot.com/s/7b35c720/ENhwAwt95UW_CJozhi3D1Q?u=http://www.ggg-ai.com/)



GOODMAN-GABLE-GOULD  
ADJUSTERS INTERNATIONAL  
Established 1941